

BADIAK & WILL, LLP
Attorneys for Plaintiff
106 Third Street
Mineola, New York 11501-4404
(516) 877-2225
Our Ref.: 07-E-003-RB

JUDGE BUCHWALD

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
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07 CIV 7123

STELFER STEEL PIPE, LLC,

07 CV

Plaintiffs,

COMPLAINT

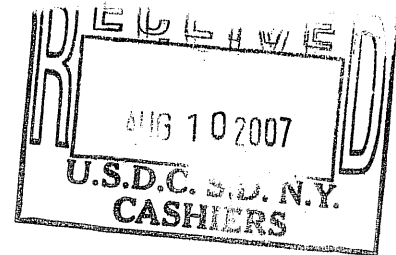
-against-

M/V "POLAR QUEEN", her engines, boilers, etc.,

-and-

SM CHINA COMPANY, LIMITED.,

Defendants.



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Plaintiff, STELFER STEEL PIPE, LLC, by its attorneys BADIAK & WILL, LLP, complains of the defendant, SM CHINA COMPANY, LIMITED, upon information and belief, as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure.
2. Plaintiff, STELFER, was and still is a corporation duly organized and existing under by virtue of the laws of one of the United States of America with an office and place of business located at 12 Main Street, Norfolk, Connecticut 06851.

3. Defendant, SM CHINA COMPANY, LIMITED, was and still is a corporation duly organized and existing under and by virtue of the laws of a foreign nation with an office and place of business located at c/o Norton Lilly International, Maersk Sealand Terminal Building, 5800 McLester Street, Berth 88, Central Building, 3rd Floor, Elizabeth, New Jersey, 07207.
4. At and during the times hereinafter mention, defendant, SM CHINA, was and still is engaged in the business as a common carrier of merchandise by water for hire and owned, operated, managed, chartered and/or otherwise controlled the vessel M/V "POLAR QUEEN" and was a bailee of cargo.
5. All conditions precedent required of plaintiff and its predecessors in interest have been performed.
6. That on or about July 12, 2006, at the port of Tianjin, China, there was shipped steel pipes on board the defendant's vessel "POLAR QUEEN".
7. Said shipment was delivered to defendant and the aforementioned vessel, as common carriers, then being in good order and condition, and defendants accepted said shipment so shipped and delivered to them are in consideration of certain agreed freight charges thereupon paid or agreed to be paid, agreed to transport and carry said shipment to Los Angeles and there deliver same in like good order and condition as when shipped.
8. Said vessel arrived at Los Angeles where defendants failed to make delivery of said shipment in the same good order as when received, but, on the contrary, seriously damaged in violation of defendant's and said vessel's obligations and duties as common carriers of merchandise by water for hire and bailees of cargo.

9. By reason of said premises, plaintiff has sustained damages in the amount of \$15,000.00, no part of which has been paid although duly demanded of defendants.

WHEREFORE, Plaintiff prays:

1. That process in due form of law may issue according to the practice of this Court.
2. That if defendants cannot be found within this District, that all their property within this District, as shall be described in an addendum hereto, be attached in the amount set forth in this Complaint.
3. That process in due form of law according to the practice of this Court in causes of admiralty and maritime claims may issue against the aforesaid vessel.
4. That judgment be entered in favor of plaintiff against the defendants for the amount of plaintiff's damages, together with interest and costs.

DATED: MINEOLA, NEW YORK
August 7, 2007

Yours, etc.,

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By: 
ROMAN BADIAK (RB-1130)